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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

AMERICAN CIVIL LIBERTIES UNION OF NORTHERN CALIFORNIA; SAN FRANCISCO BAY GUARDIAN,)	No. C 11-3949 SC
)	SETTLEMENT AGREEMENT AND
)	[PROPOSED] ORDER
Plaintiffs,)	
)	
v.)	
)	
FOOD AND DRUG ADMINISTRATION,)	
)	
Defendant.)	

In consideration of the terms set forth in this Settlement Agreement and the covenants and conditions contained herein (the "Agreement"), Plaintiffs American Civil Liberties Union of Northern California and San Francisco Bay Guardian (collectively, the "Plaintiffs"), and Defendant United States Food and Drug Administration (the "Defendant"), by and through their undersigned counsel, hereby agree as follows:

WHEREAS, on January 4, 2011, Plaintiffs submitted to Defendant a Freedom of Information Act ("FOIA") request;

WHEREAS, to date, Defendant has provided a final response to this FOIA request;

WHEREAS, after good-faith negotiations, Plaintiffs and Defendant (collectively, the

1 “Parties”) have agreed to resolve this matter upon the terms, and subject to the conditions set forth
2 in this Agreement.

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4 IT IS HEREBY AGREED AS FOLLOWS:

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6 1. The Parties agree that Plaintiffs shall dismiss the above-entitled action with
7 prejudice upon the Court’s execution of the proposed order in exchange for Defendant’s agreement
8 to pay Plaintiffs reasonable attorney fees in the amount of thirty thousand, two hundred and
9 twenty-five dollars and zero cents (\$30,225.00). Payment shall be made as soon as practicable by
10 electronic funds transfer, and counsel for Plaintiffs will provide the necessary information to
11 counsel for Defendant to effectuate the transfer. This payment shall constitute the full and final
12 satisfaction of any and all of Plaintiffs’ claims for attorney’s fees, costs, and litigation expenses in
13 the above-captioned matter, and is inclusive of any interest.

14 2. The Parties agree that upon the execution of this Agreement, Plaintiff hereby
15 releases and forever discharges Defendants, and its successors, the United States of America, and
16 any department, agency, or establishment, from any and all claims and causes of action that
17 Plaintiff asserts or could have asserted in this litigation, or which hereinafter could be asserted by
18 reason of, with respect to, or in connection with, or which arises out of, any of the matters alleged
19 in the Complaint in this action.

20 3. The Parties acknowledge that this Agreement is entered solely for the purpose of
21 settling and compromising any remaining claims in this action without further litigation, and it
22 shall not be construed as an admission by any party of the truth of any allegation or the validity of
23 any claim asserted in this action. This Agreement shall not be used in any manner to establish
24 liability for fees, amounts, or hourly rates in any other case or proceeding.

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4. The Parties agree that this Court shall retain jurisdiction over this matter solely for the purposes of resolving any dispute arising out of, relating to, or alleging a breach of this Agreement.

Dated: July 3, 2012

/s/
LINDA LYE
Staff Attorney, ACLU
Attorney for Plaintiffs

/s/
ILA C. DEISS
Assistant United States Attorney
Attorneys for Defendant

~~[PROPOSED]~~ ORDER

The Parties are hereby ordered to comply with the foregoing terms of the Parties' Settlement Agreement.

In light of the foregoing Agreement, the July 27, 2012 further case management conference scheduled in this action is hereby VACATED.

This Court shall retain jurisdiction over this matter for the purposes of resolving any dispute arising out of, relating to, or alleging a breach of the Parties' Agreement.

DATED: July 5, 2012

